

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SISKIYOU
AND THE
SHERIFF'S MANAGEMENT UNIT**



April 4, 2017 - April 3, 2020

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**MEMORANDUM OF UNDERSTANDING
SHERIFF'S MANAGEMENT UNIT**

April 4, 2017 – April 3, 2020

WITNESSETH:

01.00.00 GENERAL PROVISIONS - DEFINITIONS

01.01.00 Employer: The term "employer" as used herein shall refer to the County of Siskiyou.

01.02.00 Association: The term "association" as used herein shall refer to the Sheriff's Management Unit.

01.03.00 Employee: The term "employee" as used herein shall mean all regular permanent employees of the unit or units represented by an Association or Union as established under the provisions of Siskiyou County Resolution No. 143, Book 11, as amended unless and except if specifically provided otherwise.

02.00.00 AUTHORIZED AGENTS

02.01.00 Authorized agents, for the purpose of administering the terms and conditions of this memorandum of understanding shall be:

Representing the County of Siskiyou,
County Administrator
P.O. Box 750
Yreka, California 96097

Representing the Association,
UPEC
225 Locust Street, Suite 200
Redding, CA 96001

02.02.00 The Association will have the following rights:

02.02.01 Stewards. Association Stewards shall be Association officers.

02.02.02 The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned provided that such use shall not extend to postings which are considered harassment, defamatory or abusive in nature.

02.02.03 The right to the use of County facilities for Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use and availability of such facilities.

02.02.04 The right to a copy of the Agenda for the Board of Supervisors.

02.02.05 The right to reasonable access to employee work locations for the officers of the Association and their officially designated representative for the purpose of meeting with management at process grievances. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

02.02.06 The right, with prior approval, for the Association to utilize County duplicating equipment at a cost not to exceed that charged County departments and under the same conditions imposed upon County departments, and to utilize the County interoffice mail system, for the conducting of Association business.

03.00.00 EFFECT OF PRIOR MEMORANDUMS OF UNDERSTANDING

03.01.00 This Memorandum of Understanding shall supersede and replace all prior Memorandums of Understanding, and shall be the full, final, and only agreement between the County and the Sheriff's Management Unit. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement or understanding, or contrary salary and or personnel resolutions, oral or written, express or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder.

04.00.00 RECOGNITION

04.01.00 Association Recognition. The employer hereby recognizes the Association as the only organization entitled to meet and confer on matters within the scope of representation for the SMU represented unit provided that nothing contained in this Agreement shall prevent employer from recognizing a unit properly formed pursuant to Resolution No. 143, Book 11.

05.00.00 COUNTY RIGHTS

05.01.00 The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

06.00.00 ASSOCIATION RIGHTS

06.01.00 Employees of the County shall have the right to form, join and participate in the activities of employee organization of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.

Employees of the County also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the County or by any employee organization because of his/her exercise of these rights.

06.02.00 Bulletin Boards

The Association shall be allowed by a County department in which it represents employees, use of available bulletin board space for communications having to do with official organizational business (meeting notices, etc.). Such use may not interfere with the needs of the Department.

All posted notices are subject to County approval (not prior), must have clearly indicated removal dates, and may not contain any inflammatory or derogatory statements.

06.03.00 Advance Notice

Except in cases of emergency as provided below in this subsection the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulations directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with appropriate management representatives prior to adoption. In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practicable

date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

06.04.00 Stewards

06.04.01 The Association may designate a reasonable number of Stewards, who shall have the right to assist employees in resolving grievances, appeals and other work-related problems, and shall notify the County Administrator in writing of the individuals designated to perform Steward functions, and the areas they represent. Changes to the listing of Stewards shall be provided by the Association as soon as they occur. The County shall recognize as Stewards only those employees named on the current list.

06.04.02 Stewards may be released from their assigned work duties by their supervisors for a reasonable period of time to process specific grievances or appeals on behalf of employees or the Association, and to fulfill their duties herein. The Steward shall request such time from his/her supervisor as soon as the need for it is known. Release time shall be scheduled so as to minimize disruption of the work of the Steward and the unit; however, request for such time may not be unreasonably denied. Where the supervisor cannot approve the specific time requested, he/she shall inform the Steward of the reason, and establish an alternate time when the Steward can be released. The County and the Association shall agree upon a Release Time Request Form to be used by Steward and supervisors or managers for this process.

06.04.03 Stewards shall be permanent employees and shall retain all the normal duties and responsibilities of the positions to which they are assigned. Stewards shall not receive overtime for time spent performing Steward functions.

06.04.04 An employee is allowed a reasonable amount of time to contact their Steward during work hours to report a grievance, violation of this Memorandum or applicable rules in a manner that does not materially disturb the employee's work. Stewards shall obtain permission from the employee's supervisor or manager before contacting an employee on work time or in the work area.

06.04.05 When an employee is required to meet with a supervisor or manager and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary actions, he/she shall be entitled to have a Steward present if he/she so requests.

06.04.06 Confidentiality shall be observed by both Stewards and supervisors or managers in processing and representation matters relating to pending or current disciplinary action.

06.04.07 Stewards shall not conduct Association business on County time, except as specifically authorized by this Memorandum of Understanding.

06.05.00 Employee Lists

In the course of producing regular County reports, the County shall periodically provide the Association with a listing of all employees in represented bargaining units, including both members and non-members.

07.00.00 NON-DISCRIMINATION

07.01.00 Neither the employer nor the Association shall discriminate against any applicant for employment on the basis of race, color, national origin or ethnic background, religious creed, medical condition, sex, age, disability, political opinion, marital status, sexual orientation, legitimate union activity nor lack of union activity or exercise of rights under this agreement.

08.00.00 COMPLIANCE WITH MEMORANDUM

08.01.00 Upon ratification, the terms of this Memorandum of Understanding are binding upon the County and the Association. In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Association or the employer, or any individual department head as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Association shall enforce the terms of this Memorandum on the part of its members.

09.00.00 COMPENSATION, HEALTH INSURANCE, AND REIMBURSEMENTS

09.01.00 Medical Insurance Effective April 9, 2017 the County shall pay 100% of the monthly Laborers Health Premium.

09.02.00 If the parties mutually agree to drop the Laborers Health Plan and convert to CalPERS, it is the intent of the County that premiums shall be the same as those in the Probation and Juvenile Peace Officer Unit at the time of the transition. This includes the same County contribution to the County's dental and vision plans

09.03.00 For employees retiring during the term of this Memorandum who have continued to maintain health insurance with the Laborers Northern California Health and Welfare Trust Special Plan III, the County agrees to pay a monthly amount as determined by the Board of Supervisors towards the payment of the retired or retiring employee's

health insurance premium for the Laborers Northern California Health and Welfare Trust Special Plan III retiree plan.

09.04.00 Longevity

The County continues to pay a longevity benefit of 2.5% after 10 years of service; an additional 1.5% for each five year increment at 15, 20, and 25 years of service.

09.05.00 Cost of Living Adjustments

Effective	Effective	Effective
<u>April 9, 2017</u>	<u>April 8, 2018</u>	<u>April 7, 2019</u>
1.5%	1.5%	1.0%

10.00.00 RETIREMENT BENEFITS

10.01.00 The County continues to pay the employee's share of the CalPERS retirement benefit in an amount not to exceed nine (9%) percent.

Effective July 10, 2011 employees shall pay 4.5% of the 9% employee member contribution, on a pre-tax basis.

Effective July 8, 2012 employees shall pay the full 9% employee member contribution, on a pre-tax basis.

The County agreement with CalPERS includes military service credit in accordance with Government Code Section 21024 and single highest year calculation of salary for retirement purposes for all unit members. The County shall implement, for employees hired after the effective date of a CalPERS contract amendment, the thirty-six (36) consecutive month formula.

10.02.00 Benefit Formulas. Please contact Personnel or CalPERS to determine which one of the following benefit formulas apply to you.

The benefit formulas are as follows:

- 3% at 50 years of age and single highest year calculation for final compensation (generally for employees hired prior to 11/02/12)
- 3% at 55 years of age, and highest three year average for final compensation

(generally for employees hired between 02/05/12 & 12/31/12)

- 2.7% @ 57 years of age and highest three year average final compensation (generally for employees hired on or after 1/1/13 pursuant to the California Public Employee's Pension Reform Act of 2013)

Pursuant to the California Public Employee's Pension Reform Act of 2013 and all applicable amendments thereto, for employees newly hired on or after January 1, 2013 the employee member contribution will be 50% of the total normal cost (as determined by CalPERS), and the County shall not contribute to the member contribution/employee share. The member contribution will not exceed 12%, in accordance with the California Public Employee's Pension Reform Act of 2013.

10.03.00 The County continues to contribute to the Industrial Supplemental Plan offered by the Laborers Northern California Health and Welfare plan, in the amount of \$20.00 per pay period per employee.

10.04.00 CalPERS 1959 Survivor Benefit Level 4. The County agrees to implement this benefit following completion of the collective bargaining process for all units representing PERS safety classifications.

11.00.00 MISCELLANEOUS BENEFITS

11.01.00 The County will contribute an amount of One Hundred and Sixty-Five (\$165) per month to the employees' designated deferred compensation program.

11.02.00 Uniform allowance payment shall be Eight Hundred and Twenty Five (\$825.00) Dollars per year. One Hundred (\$100.00) Dollars is considered safety equipment allowance and is not subject to CalPERS, the remaining amount is reportable to CalPERS.

11.03.00 The County agrees to pay the employee's share of the Medicare tax.

12.00.00 DISABILITY INSURANCE

12.01.00 The County agrees to maintain in effect the County-paid long-term disability insurance program for Unit employees. The program shall provide benefits at least equal to a 90-day elimination period and have the benefit of 60% of the employee's monthly salary subject to a maximum monthly benefit of \$4,000.00.

13.00.00 COMPENSATING TIME OFF, OVERTIME AND ALTERNATE WORK HOURS

13.01.00 Unit employees shall not receive overtime compensation. Unit employees will be entitled to a total of fifty-six (56) hours of administrative leave per calendar year. Administrative leave days must be taken during the calendar year in which they are earned. Unit members hired or terminated during the calendar year shall receive a prorated amount rounded to the nearest one-third (four months) of the year.

13.01.01 Administrative Leave may be taken by an employee upon the reasonable advance request of the employee, with the consent of the department head or an authorized department supervisor, whenever the needs of the department permit.

13.01.03 It is acknowledged that some of the employees covered by this MOU may be required to, or of their own volition, perform work above and beyond the scope of duties normally expected of their positions during the usual forty (40) hour work week. For that reason they may be allowed some flexibility in their working schedules. This flexibility of scheduling is intended to recognize extraordinary work performance and shall not be construed to constitute compensatory time off or overtime compensation. It will be implemented only in cases when the employee's additional work is clearly far beyond the normal scope of duties and the amount of time provided in lieu of overtime in the form of administrative leave. The flexibility of scheduling is subject to the absolute discretion of the department head and is not subject to appeal, unless such scheduling is determined to be in conflict with any other section of the Memorandum.

14.00.00 HOLIDAYS

14.01.00 The County will observe the following holidays: January 1, third Monday in January, third Monday in February, March 31, last Monday in May, July 4, 1st Monday in September, November 11, the day before Christmas, December 25, and any day proclaimed by the Governor of California and the Board of Supervisors for a Public Feast, Thanksgiving, or a Holiday. Friday following Thanksgiving Day shall also be a holiday.

14.02.00 When a holiday set forth in this section falls on a Sunday, the following Monday shall be a holiday. When a holiday set forth in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When Christmas Day falls on a Saturday, observance of the "Day before Christmas" shall be in accordance with County Personnel Policy, Section 7.2.

15.00.00 SICK LEAVE

15.01.00 All employees in the unit who occupy full time permanent positions shall be entitled to one working day of sick leave with pay for each month or major fraction thereof of actual service. Employees are eligible to use sick leave as it is earned. Such sick

leave with pay shall be granted upon the recommendation of the department head in case of a bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic treatment, dental procedures, and optician's services when performed by a duly licensed practitioner.

In the case of illness extending beyond three (3) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Such certificate shall be filed by the department head and the County Auditor concurrently with the biweekly payroll report. Such a certificate may be required for illnesses of less than three (3) days duration in cases of suspected sick leave abuse or for other legitimate reasons. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

A County employee who is entitled to Workers' Compensation under the Labor Code of the State may take leave in accordance with Labor Code Section 4850 and related sections. When 4850 time is exhausted, the employee may elect to take as much of his/her accumulated sick leave, or his/her accumulated vacation after his/her accumulated sick leave becomes exhausted, as when added to his/her Workers' Compensation will result in payment to him of his/her full salary or wage.

No County employee shall be entitled to sick leave while absent from duty on account of any of the following causes: Disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct; sickness or disability sustained while on leave of absence other than his/her regular vacation.

15.02.00 Newly hired employees shall be entitled to use sick leave as it is earned.

15.03.00 Upon retirement from County service, members shall be eligible for a maximum sick leave payout benefit of 33 1/3% up to a maximum of \$1,500.00.

15.04.00 Immediate family shall mean the following individuals: spouse, child, parent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild; persons living in the employee's household as a family member; or a person who the employee provides in excess of 50% of his/her financial care and support.

15.05.00 Laid off employees reinstated to their jobs pursuant to County rules shall have their accrued sick leave as of their first day of layoff reinstated. Employees shall not earn sick leave for the time that they were off work.

15.06.00 There is no cap on sick leave accrual.

16.00.00 VACATION ACCRUAL AND USE

16.01.00 Employees shall receive no floating holidays. Employees shall accrue and receive an additional twenty-four (24) hours of vacation time per year in recognition of the abolishment of the floating holiday provision.

16.01.01 Employees shall be entitled to accrue and utilize vacation in accordance with the County Personnel Policies, Section 7.1 except as explained below.

Effective July 1, 2018, unit employees may not accumulate more than 312 hours of vacation.

Employees who on the last day of the first full pay period in July 2018, exceed the vacation maximum listed below shall not earn vacation until the vacation accrual is reduced to the limit allowed.

Following July 1, 2018, employees will be allowed to accrue above their vacation limit during the calendar year. Accrual maximums will be enforced, however, on-the first full pay period in January 2019. Employees who on the last day of the first full pay period in January of the new calendar exceed the vacation maximum listed above shall not earn vacation until the vacation accrual is reduced to the limit allowed.

16.01.02 The County agrees to a 24-hour maximum, voluntary annual vacation buy back, if requested by the employee during the last pay period of the year.

16.01.03 Employees will be allowed to accrue above their vacation accrual limits during the calendar year. Accrual maximums will be enforced, however, on the first full pay period in January of the new calendar year. Employees who on the last day of the first full pay period in January of the new calendar exceed the vacation maximum listed above shall not earn vacation until the vacation accrual is reduced to the limit allowed.–

17.00.00 BEREAVEMENT LEAVE

17.01.00 Authorization shall be in accordance and use with County Personnel Policy, Section 7.4.

18.00.00 FAMILY LEAVE

18.01.00 Employees shall be entitled to Family Leave in accordance with County Personnel Policies, Section 7.6 with the following exception.

The medical leave of absence *shall* be extended from twelve weeks to six months upon the employee providing a statement from a licensed physician, that he/she continues to have a

serious health condition that prevents them from returning to work. The medical leave of absence may be extended from six months to one year upon the employee providing a statement that the employee will be able to return to work by the end of one year following the beginning of the medical leave of absence. The employee shall be responsible for payment of the full health insurance premium (employee and employer portions plus 2% for administrative costs) for themselves and any covered dependents after six months of leave of absence (from the beginning of the Family Medical Leave).

Following the exhaustion of the six (6) months of medical leave, if the employee is unable to return to work they *may* be subject to a medical termination. (This does not apply to employees on workers compensation.)

During a medical leave the County will continue to fulfill its obligations under the Americans with Disabilities Act, as needed.

Medical leave does not preclude the County's ability to file for PERS disability Retirement on behalf of the employee, if the County deems it appropriate to do so

18.02.00 Effective April 9, 2017, members of the Sheriff's Management Unit shall be eligible for the County's short term disability policy.

19.00.00 MILITARY LEAVE

The Sheriff Management Members agree during the term of this MOU, the military policy shall be administered in accordance with Personnel Policy 7.1

20.00.00 PHYSICAL FITNESS / WELLNESS BENEFIT

20.01.00 All unit members will be entitled to receive up to three hundred dollars (\$300) per fiscal year for participation in membership or purchase of equipment to be used for a program of physical fitness. Unit members hired during the fiscal year shall receive a prorated amount rounded to the nearest one-third (four months) of the year. Unit members terminated during the fiscal year shall have the appropriate amount deducted from accrued pay, if necessary. All claims for reimbursement must be received by July 30th after a fiscal year has ended, for services or purchases made during the fiscal year.

21.00.00 REINSTATEMENT

21.01.00 Employees reinstated pursuant to County Personnel Policy, Section 6.4, within two years of a resignation in good standing, shall have seniority reinstated for purposes of County service for layoffs and leave accruals.

22.00.00 CONTRACTING OUT

22.01.00 The County agrees to meet and confer, upon request with representatives of the Unit, to discuss the impact of any proposal to contract out services of Unit members. The County reserves the right to contract out at its sole discretion.

23.00.00 LIFE INSURANCE

23.01.00 Following adoption of the memorandum of understanding on April 4, 2017, the County shall maintain term life insurance for each Unit Member in an amount equal to two times the gross annual salary, which premium for the said term insurance policy shall be paid by the County.

24.00.00 PERSONNEL POLICIES

24.01.00 The County and the Association agree to revise the Personnel Policies and the Association shall designate one member of the Association to participate in this process.

25.00.00 PROBATIONARY PERIOD

The Sheriff Management Members agree during the term of this MOU, the Probationary Policy shall be administered in accordance with Personnel Policy 6.2

26.00.00 LAYOFFS

26.01.00 **LAYOFF DEFINED** Layoff is termination of an employee by the County for lack of work, lack of funds, reorganization, economic or other reasons as deemed necessary by the Board of Supervisors or appointing authority. The appointing authority (Department Head), in consultation with the County Administrator and/ or Personnel Manager, shall make a determination of the classification (s) subject to layoff and the number of employees in the affected class to be laid off in accordance with the criteria specified in the following provisions of this memorandum of understanding. Every effort will be made to transfer an employee to other departments at the discretion of the appointing authority when a position is open for which the employee is qualified.

26.02.00 **VOLUNTARY LAYOFF** Layoff may be voluntary in the event an employee having more seniority, as defined below, elects, with department head approval, to accept layoff in lieu of the layoff of a less senior employee. The effect of such action may be separation of the employee, displacement of another affected employee, or transfer or demotion of the employee to a vacant position.

26.03.00 ORDER OF LAYOFF BY STATUS

The order of termination for layoff shall be by employee job classification and shall be as follows:

1. First, Extra help employees
2. Next, Probationary employees in inverse order of seniority
3. Next, Permanent part time employees working less than 20 hours a week, based on seniority.
4. Next, Permanent part time employees working more than 20 hours a week, based on seniority.
5. Next, Permanent full time employees, based on seniority.

26.04.00 SENIORITY DEFINED

Seniority for the purpose of layoff is defined as length of continuous employment within the "affected class." Seniority for the purpose of displacement/bumping is defined below.

26.04.01 TOTAL SENIORITY – MORE THAN ONE CLASS.

For the purpose of computing total seniority in two or more classifications, an employee shall receive service points for time served in the class which the employee is occupying plus any time previously served in a higher class.

For the purpose of calculating classification seniority, time served in the flexibly staffed classifications shall be combined. Example (Correctional Officer I, II or Deputy Sheriff I, II)

26.04.02 COMPUTATION OF SENIORITY/SENIORITY CALCULATIONS

- a. Seniority shall be determined by the allocation of one employment service point for each month of continuous employment in a permanent position.
- b. For the purpose of this section, the computation of each month of continuous employment begins on the date of employee's appointment to a permanent position (which includes probationary period).
- c. Seniority of affected part-time employees shall be determined by pro-rating the service point based on the employees assigned (budgeted) full-time equivalency. Part-time employees shall receive a portion of a service point for each month of continuous employment. If the employee works 20 hours per week or is a .5 FTE, they will receive one half (1/2) of a service point per month of continuous employment. If the employee is 32 hours per week or .8 FTE, they will receive .8 of a service point per month of continuous employment.

- d. A full-time or part-time employee shall be allocated $\frac{1}{2}$ of one point when employed 15 to 29 days in a month, and shall be allocated zero points when employed less than 15 days in a month
- e. Seniority credit shall not be granted for those periods an employee is on leave of absence without pay in excess of thirty (30) calendar days, due to layoff, or other periods of uncompensated leave, when an employee is in extra help status, or not otherwise occupying a permanent position.

26.04.03 **TIE BREAKING** When two or more employees have the same seniority, the tie shall be broken and preference given in the following sequence:

Names drawn by lot.

26.04.04 **BUMPING RIGHTS**

Bumping occurs when an employee, with seniority in a previously held class, bumps an employee out of a different classification in the same department.

The employee who is proposed for layoff has the right to bump an employee from another classification, if the employee proposed for layoff had previously obtained permanent status in the lower classification and has more seniority (as defined below) than the person in the other (lower) classification. The right to bump shall be within the employee's department only. The employee must submit a written request to bump an employee from another class in order for the County to consider his/her request. The County shall grant the request, if the rules of this section are met.

An employee bumped out of a permanent position due to this section, shall also have the right to bump, per this section.

Seniority for Bumping/Displacement. For the purposes of bumping/displacement rights, seniority for the displacing employee is computed by adding together employment service points earned in the class from which the employee is being laid off, employment services points earned in a higher level class and employment service points earned in the class to which employee is returning.

26.04.05 **TRANSFER**

A transfer occurs when an employee proposed for a layoff moves to the same or different classification in a different department or a different class in the same department, when that classification is vacant.

The employee who is proposed for layoff may submit a written request to be considered for transfer into any vacant position in a classification for which the employee meets the minimum qualifications as provided in the job specification and as

determined by the Personnel Officer provided such class has an equivalent or lower salary range. Equivalent salary range means a range with a maximum salary which is not more than the salary range for the class from which the transfer is sought. Approval of the appointing authority in that position is required, and the appropriate probationary period will be in effect.

If no vacancy exists in the same department, the employee has the right to transfer to a vacancy in the same or lower level classification previously held with permanent status county-wide. A more senior employee may displace the least senior employee in the same department in a classification previously held with permanent status.

26.04.06 **NOTIFICATION PROCESS**

The County shall provide an employee with at least two (2) weeks prior notice and will make every attempt to provide for a longer notice period. A laid off employee shall keep the County informed of the mailing address and telephone number where he or she can be contacted.

If the County wishes to recall an employee and is unable to contact the employee via the U.S. mail to the last known mailing address within fourteen (14) calendar days, the County's obligation to recall the employee shall terminate. The County shall have no obligation to recall an employee after he or she has been on continuous layoff for more than two (2) calendar years. Should an employee not return to work when recalled, the County shall have no further obligation to recall him or her.

An employee reinstated to the same position or a position in the same class following layoff from the County will have his or her anniversary period extended by the same length of time as the duration of the layoff.

Each laid off employee shall be included in an interdepartmental re-employment list for all classifications with an equal or lower maximum salary in the class currently assigned or when permanency has been established.

The County shall not remove any employee from a re-employment list due to his/her declining an offer of a job less than twenty (20) hours per week in a different geographic location from his/her previous position.

Whenever a reduction in work hours is approved by the Board, the employees occupying positions affected by the reduction in hours shall be subject to the provisions contained in this section.

Employees subject to reduced hours in excess of twenty-five (25%) percent of their normal work hours or reduction of the normal work hours to less than fifty (50%) percent of full time shall have the right to transfer and/or demote, subject to the provisions as stated in the Personnel Policies.

Employees subject to reduced hours of twenty-five (25%) percent or less of their normal work hours, and their normal work hours remain fifty (50%) percent or more of full time, shall not be subject to the provisions as stated in the Personnel Policies.

An employee who is laid off from County employment shall be placed on the reinstatement list for a minimum of two years, subject to the provisions as stated in the Personnel Policies.

Laid off employees reinstated to their jobs pursuant to County rules shall have their accrued sick leave as of their day of layoff reinstated. Employees shall not earn sick leave for the time that they were off work, however.

27.00.00 GRIEVANCE PROCEDURE

The County of Siskiyou has adopted a grievance procedure relating to filing and appealing grievances for members of this unit. That procedure can be found in the attached County of Siskiyou Grievance & Complaint Resolution Procedure.

28.00.00 MILEAGE REIMBURSEMENT

28.01.00 In accordance with the County travel policy, County employees utilizing their personal vehicle on County business shall receive reimbursement for mileage.

29.00.00 BOOK AND TUITION REIMBURSEMENT

29.00.01 The County will maintain a book and tuition reimbursement program for all unit employees. Upon the affirmative recommendation of the County Administrator and approval of the Board of Supervisors, employees will be reimbursed for the cost of books and tuition for pre-approved classes, courses, seminars and conferences which would enhance their job skills or qualifications for promotion or transfer, up to a maximum of \$500.00 per employee per fiscal year. Total costs under this program shall not exceed \$10,000.00 per fiscal year.

30.00.00 IRS-125 PROGRAM

30.01.00 An IRS-125 program shall remain in effect for the term of this agreement.

31.00.00 USE OF TOBACCO PRODUCTS

31.01.00 New members of the SMU are prohibited from using tobacco products of any kind at any time. Current employees of the Sheriff's Department, as of October 1, 1996 are exempt from this provision should they in the future become members of this Unit.

32.00.00 CCW FEES

32.01.00 The County agrees to pay concealed weapon permit fees for members of the unit who are not peace officers upon receipt of a letter from the County Sheriff naming those individuals that are required to carry a gun in the course of employment with the County. This letter must be submitted each contract year.

33.00.00 COMPLETION OF NEGOTIATIONS

33.01.00 This Memorandum of Understanding concludes negotiations on salary, fringe benefits, working conditions and for all those items which may be part of the meet and confer process as required by California Government Code Section 3500 et seq., until commencement of the meet and confer process for the period beginning July 1, 2013, except for such conferences as may be necessary to interpret this Memorandum. The parties may, by mutual agreement in writing, agree to meet and confer about any matter during the term of the MOU.

34.00.00 RATIFICATION OF THIS MEMORANDUM

34.01.00 This agreement is subject to ratification by the members of the Sheriff's Management and the Siskiyou County Board of Supervisors prior to implementation, and shall not be in full force and effect until such happens.

35.00.00 SEPARABILITY

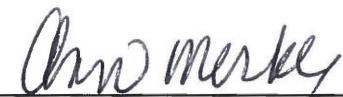
35.01.00 Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall be in full force and effect.

36.00.00 TERMS OF AGREEMENT

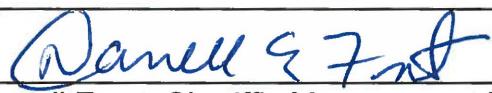
36.01.00 This Memorandum of Understanding shall be effective April 4, 2017, and remain in effect until midnight of the 3rd day of April 2020. At the request of either party, negotiations may commence December 2019.



Terry Barber, Representative
Siskiyou County Board of Supervisors



Ann Merkle, Representative
Siskiyou County Board of Supervisors



Darrell Frost, Sheriff's Management Unit



Cpt. Karl Houtman, Sheriff's Management Unit



Chief DA Investigator Marc Perrin, Sheriff's Management Unit

County of Siskiyou

Grievance & Complaint Resolution Procedure

Note: For Equal Employment Opportunity/Discrimination complaint Procedures please see the County of Siskiyou Discrimination Complaint Form. It can be obtained from Personnel or on the Intranet and reference Personnel Policy 2.1 Equal Employment Opportunity and Personnel Policy 2.4 Americans with Disabilities Act

Grievance Complaint Procedures. The purpose of these procedures is to afford employees simple means of obtaining consideration of their grievance or complaint by informal means at the department head level and review of the department head's decision without the use of legalistic forms and procedures.

A grievance or complaint may be filed (i) if a management interpretation or application of a law, ordinance, resolution, regulation, or rule adversely affects the employee's wage, hours, or conditions of employment.

Excluded from the grievance procedure are performance evaluations and actions of the Board of Supervisors. This is not intended to limit the right of any employee or employee representative to approach the Board of Supervisors on any matter.

1. Procedural Steps: All grievances or complaints shall be filed on a form provided by the Personnel Manager under the following procedure:

Step 1: Immediate Supervisor

Each employee believing he or she has a grievance or complaint, before filing the same in writing, shall discuss his or her problem or complaint with the immediate supervisor in an attempt to resolve the matter as simply and informally as possible. Said grievance or complaint must be discussed with the immediate supervisor within fifteen (15) working days of the situation giving rise to the grievance or from the date the employee should reasonably have expected to know of the situation giving rise to the grievance or complaint.

If the grievance or complaint has not been resolved at the immediate supervisor level within ten (10) working days after the discussion, the grievance or complaint may be submitted to the next management level.

Step 2: Appointing Authority/Department Head

If the grievance or complaint is not resolved under Step 1, it may be submitted to the appointing authority/department head. The grievance or complaint shall be submitted within fifteen (15) working days after the verbal decision of Step 1. Within five (5) working days after submission, the employee shall meet with the appointing authority or a designated representative, and within ten (10) working days after said meeting a written decision shall be delivered to the employee.

Step 3 County Grievance Panel

If the grievance or complaint is not resolved under Step 2, it may be submitted to a County Mediation Panel within ten (10) working days of the employee's receipt of the above decision. The panel will consist of the County Administrator or his/her designee and the County Personnel Manager or his/her designee and two (2) representatives of the employee association. Within ten (10) working days after submission, the employee shall meet with the Mediation Panel and within five (5) working days after said meeting a written recommendation shall be delivered to the Personnel Manager. The Personnel Manager shall provide the employee and the appointing authority a written decision within five (5) working days after receiving the Panel's recommendation.

Step 4 State Mediation

If the grievance or complaint is not resolved under Step 2/3, it shall be submitted to Personnel. Within five (5) working days after receipt the Personnel Manager shall contact the State Mediation and Conciliation Service and a mediation date will be scheduled at the soonest possible date.

Step 4 (a) Board of Supervisors

If the grievance or complaint is not resolved under Step 4, it may be appealed to the Board of Supervisors. Such appeal shall be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days from the time a decision was rendered in Step 4. The Clerk of the Board of Supervisors shall advise the Board of the grievance or complaint appeal within fifteen (15) working days. As soon as practicable thereafter, the Board of Supervisors shall hear the grievance or complaint in accordance with the rules for hearing established by the Board, and make a written decision which shall be binding on all parties involved.

(b) If an employee does not appeal the decision rendered regarding the grievance or complaint within the time limits, the grievance or complaint shall be considered resolved.

(c) If a County representative does not render a decision to the employee within the time limitations, the employee may, within five (5) working days thereafter, appeal to the next step in the procedure.

(d) If the management representative does not feel he or she has the authority to resolve the grievance or complaint, the grievance or complaint may be referred to the next step in the procedure.

(e) The Personnel Manager may temporarily suspend the grievance processing on a unit, division, department, or county-wide basis in an emergency situation. A formally recognized employee organization that represents employees in a unit that has had the grievance or complaint processing suspended may appeal to the Board of Supervisors.

(f) By agreement in writing, the parties may extend any and all time limitations of this procedure.

(g) Any grievance or complaint petition resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

(h) Any grievance or complaint may be withdrawn by the grievant at any time, in writing, without prejudice.

(i) Upon consent of the person hearing the grievance or complaint petition and the grievant, a petition may be re-submitted to a lower step in the procedure for reconsideration.

This provision will supersede the grievance language in the Employer-Employee relations policy.